

SE-712

Agreement for Gifts in the Form of A/E Services

The _____
(Name of Donor)

a _____
(State whether an Eleemosynary Corporation, Corporation, Firm or Individual)

under the laws of South Carolina, desires to enter into an agreement with:

(Name of Agency)

(Address of Agency)

hereinafter called the Agency, to provide and donate to the Agency the following A/E services:

(Brief description of the A/E services included in the gift)

And as further described and/or defined in the attached "Appendix A" containing other documentation the defines the gift, hereinafter know as the Services.

Now, therefore, in consideration of the mutual covenants contained herein , the parties hereto agree as follows:

The Donor, in donating the Facility to the Agency, agrees to the following:

1. The Donor, an Architectural and/or Engineering firm, hereinafter known as the A/E, shall prepare the necessary plans and specifications, hereinafter called the Contract Documents, of the proposed Facility. The A/E shall assure that the service deliverables fully comply with the latest edition of the "Manual for Planning and Execution of State Permanent Improvements, Part II, Chapter 5, as published by the Office of the State Engineer.
2. The A/E shall carry such insurance coverage as may be required by Agency.
3. The A/E agrees to start work no later than _____,
(Date)

and complete the services by _____
(Date)

subject to adjustments in the schedule caused by acts of God, the Agency and any other delays not the responsibility of the A/E.

4. Prior to the commencement of preparation of the Construction Documents, the Agency and the A/E shall agree upon a location for the Facility and the land area required for construction and related activities.
5. The A/E shall submit the Construction Documents to the Office of State Engineer for review and approval before the Invitation for Construction Bids (SE-310) is advertised in South Carolina Business Opportunities (SCBO).

6. The A/E shall obtain any approvals as may be required by SC Laws or Regulations.

7. The A/E shall provide to the Agency copies of all permits that are required before the start of construction including, but not limited zoning and storm water management.

The Agency, in accepting the Proposal from the A/E, agrees to the following:

1. Provide access to the Facility site;
2. To locate all utilities at the project site. The point of connection before the exiting utilities shall be shown by the A/E on the Construction Documents;
3. To review Construction Documents prepared by the A/E in a timely manner.

At the time of acceptance, the A/E shall agree to hold the Agency, Office of State Engineer, State of South Carolina and its agents and employees harmless against any claims that may arise from the design of the Facility. This will include any errors and omissions claims arising out of defects in the Construction Documents. The A/E agrees to indemnify the State, its agents and employees from any claims or damages related to the design of the Facility.

The parties hereby agree that no liabilities shall accrue against any of the parties to this project except as set forth herein. No amendment shall be made to this agreement except as done in writing and signed by the parties hereto.

The parties agree that this agreement creates specific contractual rights, the breach of which shall give rise to an action at law or equity pursuant to South Carolina law.

Agreement entered into the _____ day of _____, _____
at _____, South Carolina.

(Print or Type Name of Donor's Representative)

(Print or Type Name of Agency Representative)

(Signature of Donor's Representative)

(Signature of Agency Representative)

(Title)

(Title)

INSTRUCTIONS TO THE AGENCY:

1. Submit to the OSE any agreements and/or letters of understanding that relate to or support this Agreement
2. Submit any documents that provide further information about the nature and location of the project construction.
3. Retain an original and copy of supporting information in the Agencies project file..